



**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201**

RIDER AGREEMENT NO. 23-POL-R-269

THIS RIDER AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between O2X Human Performance, LLC ("Contractor"), a Delaware Limited Liability Company with a place of business at 1 Mill Wharf Plaza, Unit S12, Scituate, MA 02066 authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Exhibit A, Scope of Work together with any exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract"). This Agreement rides **Contract #23-015** awarded to the Contractor by **Metropolitan Washington Council of Governments** and extended by the Contractor to the County on the same terms and conditions as the Contractor's agreement with **Metropolitan Washington Council of Governments**. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

The Contract Documents govern and set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

2. CONTRACT TERM

The Contractor's provision of goods and services for the County ("Work") shall commence on June 1, 2023 and shall be completed no later than May 31, 2025 ("Contract Term"), subject to any modifications as provided for in the Contract Documents regarding the Contract Term. No aspect of the Work shall be deemed complete until it is accepted by the County's Project Officer.

3. PAYMENT

Services billed flat fee of \$208,000.00 based on total department size. Fee includes delivery of O2X Curriculum through ISP and access to O2X mobile application, *Tactical Performance*; virtual resources; and assessments for all attendees.

Payment will be made by the County to the Contractor within forty-five (45) days after receipt by the

County Project Officer of an invoice detailing the Work provided by the Contractor and accepted by the County. All payments will be made from the County to the Contractor via ACH. Each invoice must certify that the invoice submitted is a true and accurate accounting of the work performed and goods and/or services provided and must be signed and attested to by the Contractor or authorized designee. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

4. SCOPE OF WORK

The Contractor agrees to perform the goods and/or services described in the Contract Documents (hereinafter “the Work”). The primary purpose of the Work is to furnish O2X Human Performance provides comprehensive wellness, performance, and training services to public safety professionals that increase job performance, support healthy lifestyles, and have been proven to reduce healthcare costs associated injuries and illnesses. O2X will be partnering with CLIENT to provide a delivery of the O2X Curriculum through a series of workshops, including assessments and access to virtual resources.

The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor’s responsibility, at the Contractor’s sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor’s responsibility to manage the details and execution of the Work.

5. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer (“Project Officer”) who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

6. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

7. NON-APPROPRIATION

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

8. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

9. NOTICES

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:

Ian Crumley, Account Executive
O2X Human Performance, LLC
Direct: (703) 408-9376

TO THE COUNTY:

Deputy Chief David W. Giroux
Arlington County Police Department
1425 N. Courthouse Road
Arlington, VA 22201
Phone: (403-228-4062
Email: dgirou@arlingtonv.us

AND

Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201
Phone: (703) 228-3294
Email: slewis1@arlingtonva.us

TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):

Mark Schwartz, County Manager
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 318
Arlington, Virginia 22201

10. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060, or e-mail business@arlingtonva.us.

11. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

O2X Human Performance, LLC

AUTHORIZED DocuSigned by:
SIGNATURE: Dr. SHARON T. LEWIS
89B86B1AD301462...

AUTHORIZED DocuSigned by:
SIGNATURE: Brice Long
5A9D0B60CE1841F...

NAME: Dr. Sharon T. Lewis

NAME: Brice Long

TITLE: Purchasing Division Chief

TITLE: COO

DATE: 5/14/2023

DATE: 5/11/2023

EXHIBIT A

STATEMENT OF WORK

For the period covered by this SOW, O2X will provide the following deliverables for delivery of the O2X Curriculum:

- Work alongside Program Director to implement an effective human performance program, focusing on the THRIVE pillar of performance
- With extensive training and education in the field, this specialist will serve as the primary SME for cognitive performance education and consultations for personnel
- Provide performance, assessment, and screening opportunities, includes program overviews, educational briefings, and resource distribution
- Participate in command consultations regarding unit wellness
- Participate in and provide instruction at educational sessions; standalone THRIVE classes and comprehensive human performance workshops
- Develop a robust leadership training program in conjunction with CLIENT through in person training, curriculum development, 1:1 coaching for stress mitigation, performance under pressure, and small unit leadership.
- Conduct AAR / Critical Incident debriefs with officers after as requested by CLIENT Leadership.
- Conduct training with specialized unit personnel on mental performance.
- Support monthly updates on program status
- Support quarterly reports to leadership on program effectiveness
- Optimize the mental and physical health, increase productivity, and increase the longevity of members at and at home
- Further reduce the occurrences of preventable on-duty injuries and increase the health, wellness, and performance of CLIENT members
- Provide CLIENT members with guided and easy access to the entire library of O2X resources and the nationwide network of O2X specialists
- Provide CLIENT leadership with tangible results and metrics for measuring the effectiveness of health and wellness initiatives
- Assist individual officers preparing for selection / promotion processes
- Assist officers and supervisors in addressing repetitive performance issues
- Review current training programs and methods to assist in maximizing efficacy
- Maximizing Training Performance for Physical Skills
- Assist in identifying and developing key topics for supervisory training and best methods for delivery of same
- Participate in agency wellness committee

Responsibilities

CLIENT: facilitate and support delivery of O2X Curriculum and coordinate participation of department members.

O2X:

- Integrate seamlessly with CLIENT staff and leadership
- Be stationed on-site at the CLIENT Facility
- Serve as conduits to entire network of hundreds of O2X specialists and volumes of print and digital

resources

- Determine metrics for success, monitor, and report ROI
- Conduct research and remain at leading edge of tactical athlete health, wellness, and performance
- Serve as subject matter experts for Human Performance questions from CLIENT Personnel
- Distribute O2X materials to CLIENT members at regular intervals
- Routine reporting to CLIENT Leadership on status of force and effectiveness of program
- One-year access to all O2X virtual resources for delivery of O2X Curriculum
 - Reach back support from Tier 1 Human Performance Specialists
 - Individual dashboards, app accounts
 - 24/7 access to EAT SWEAT THRIVE resources
- Overall Human Performance Readiness Assessments/Profile for each department member (customized reports)
 - Body composition analysis
 - Mobility/capacity assessments and results
 - Targeted guidance based on assessment data
- Collective Human Performance Readiness Assessment/Profile for the organization (customized reports)

Place of Performance

Development of the modules will be conducted off-site. Workshops will take place on-site at CLIENT location.

Schedule/Milestones

Date	Milestones
June 5, 2023	Program kickoff. Wayne Sasso meeting CLIENT; accompanied by O2X Account Executive, East Coast Director, and Director of Client Services.
July 3, 2023	Onboarding of O2X Tactical Performance App for all members complete Introduction to any members on deemed priority by CLIENT Create a structured and program in conjunction with CLIENT to address immediate focus.
July 31, 2023	Develop and identify metrics to track success of program within CLIENT Continue to onboard and drive usage of the O2X Tactical Performance App and increase SA of updates Continue HPS led training, focusing on proper Stress Management Continue distribution of resources to focus on resilience Continue targeted effort with CLIENT staff duty population Distribution of materials to Client training staff and trainees Create opportunities for members to practice mental performance
August 28, 2023	90-day program check in with CLIENT leadership and O2X team
Quarterly	Program progress and impact reporting delivered to CLIENT